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Jasper W. Dockrey

Name of applicant, assignee or  
Registered Representative

*Jasper W. Dockrey*  
Signature

Our Case No. 9281/3900

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: )  
Kiyoshi SATO et al. )  
Serial No.: 09/802,314 )  
Filed: March 8, 2001 )  
For: THIN-FILM MAGNETIC )  
HEAD APPROPRIATELY )  
SUPPRESSING SIDE )  
FRINGING AND METHOD )  
FOR FABRICATING THE SAME )

PETITION UNDER 37 C.F.R. §1.47(a)

Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

The Applicants of the above-referenced application hereby petition for acceptance of their Declaration and Power of Attorney For Patent Application for the filing of the above-referenced application under 37 C.F.R. §1.47(a). The above-referenced application claims priority under 35 U.S.C. §119 to Japanese Patent Application No. 2000-065288 filed March 9, 2000. The Applicants filed the above-referenced application with the United States Patent and Trademark Office on March 8, 2001 but did not file a Declaration with their application. Thereafter, the applicants received a Filing Receipt and a Notice To File Missing Parts, both bearing a mailing date of April 13, 2001.

08/17/2001 CHUEN 00000089 09802314 130.00 UP  
01 FC:122

The accompanying Declaration and Power of Attorney For Patent Application bears the signatures of all inventors of the above-referenced application except that of Mr. Masaki Ikegami. Mr. Ikegami died on or about December 5, 1999. In accordance with 37 C.F.R. §1.42, the accompanying Declaration and Power of Attorney For Patent Application also contains signature lines for Hiromi Ikegami and Chiaki Ikegami, the heirs of Mr. Ikegami. Despite Mr. Ikegami's contractual obligation to assign rights to all inventions to his employer, Alps Electric Company, Ltd. ("Alps"), an obligation Mr. Ikegami bore at the time of his death, Mr. Ikegami's heirs have refused to execute an assignment of invention rights or to execute a previously prepared Declaration as described below.

Mr. Ikegami began employment with Alps on or about April 1, 1985. At that time, Alps prepared an Employment Agreement for Mr. Ikegami, a copy of which is attached as Exhibit A, along with a non-certified English translation thereof. Paragraph 2 of the Employment Agreement references an "employee's rule." The employee's rule referred to in the Employment Agreement includes the document entitled, "A Rule Of Handling An Invention And An Utility Model." A non-certified translation of A Rule Of Handling An Invention And An Utility Model is attached as Exhibit B.

Article 2, section (1) of A Rule Of Handling An Invention And An Utility Model provides, in part, that, when an employee has made an IUD (invention), the employee shall transfer to the company the right to obtain a patent. Accordingly, Mr. Ikegami was bound by his Employment Agreement to assign rights to inventions to Alps.

In order to make a declaration on their own behalf and to make a declaration on behalf of the non-signing heirs of Mr. Ikegami, Messrs. Yazawa, Oki, Kobayashi, Koyama and Kanada have executed the accompanying Declaration and Power of Attorney For Patent Application. The inventors signed the accompanying Declaration and Power of Attorney For Patent Application on May 25, 2001.

As set forth in the Declaration of Mr. Toshiya Takemoto (attached as Exhibit C) and the Declaration of Mr. Junji Kobayashi (attached as Exhibit D), on May 18, 2001, Messrs. Takemoto and Kobayashi were asked by Mr. Yasuo Kondo, Chief Engineer of the Patent Application Administration Center at Alps, to go to the residence of the heirs of Mr. Ikegami. Messrs. Takemoto and Kobayashi were also asked by Mr. Yasuo Kondo to request that Hiromi Ikegami

and Chiaki Ikegami sign the Declaration and Power of Attorney. (Exhibits C and D, para. 5) Before Messrs. Takemoto and Kobayashi called on the heirs' at their residence, Hiromi Ikegami and Chiaki Ikegami visited the Magnetic Devices Division at Alps on May 30, 2001. (Exhibits C and D, para. 6) When Mr. Takemoto asked Hiromi Ikegami and Chiaki Ikegami to sign the Declaration and Power of Attorney, they both refused. (Exhibit C, para. 7) Mr. Kobayashi witnessed the refusal of Hiromi Ikegami and Chiaki Ikegami to sign the First Patent Declaration. (Exhibit D, para. 7)

The last known address of Hiromi Ikegami and Chiaki Ikegami is 3-6-14 Funaoka, Ojiyashi, Niigata-ken, Japan.

The Applicants submit herewith the fee set forth in 37 C.F.R. §1.17(i).

The Applicants believe that they have fully complied with the requirements for filing their application under 37 C.F.R. §1.47(a) and respectfully request favorable action on application.

Respectfully submitted,



Jasper W. Dockrey  
Registration No. 33,868  
Attorney for Applicants

BRINKS HOFER GILSON & LIONE  
P.O. BOX 10395  
CHICAGO, ILLINOIS 60610  
312-321-4200

昭和 60 年 4 月 1 日

## 雇 用 契 約 書

(甲) 東京都大田区雪谷大塚町 1 番 7 号

アルプス電気株式会社

取締役社長 片岡 勝太郎

(乙) 住所 埼玉県狭山市言士見 1-24-22

氏名 池上 正克



アルプス電気株式会社(甲)と 池上 正克 (乙)は下記のとおり  
雇用契約を締結する。

この契約書は 1 通作成し甲が保有する。

### 記

1. 甲は指定する業務に就業させるため、乙を社員として雇用する。

ただし、入社後 6 カ月間は試用期間とする。

2. 乙は甲の定める就業規則に従って就業する。

3. 甲は乙に就業規則に従って賃金を支払う。

4. 就業規則に改廃があった場合は、甲乙ともに新規則によるものとする。

以 上

Date: April 1st, Show 60 (1985)

## **Employment Agreement**

(A) 1-7, Yukigaya-Otsuka-Cho,  
Ota-ku, Tokyo, Japan  
ALPS ELECTRIC CO., LTD.  
President: Katsutaro Kataoka

(B) Address: 1-24-22, Fujimi,  
Sayama City, Saitama, Japan  
Name: Masaki Ikegami

ALPS ELECTRIC CO., LTD. (hereinafter "Alps") and Masaki Ikegami (hereinafter "Employee") shall entered into this Employment Agreement as defined herein.

Alps shall keep one signed copy of this agreement.

1. Alps shall hire Employee for work assigned to Employee.  
However, the initial probation period of employment shall be six months after the employment.
2. Employee shall work in accordance with the terms and conditions of an employee's rule specified by Alps.
3. Alps shall pay Employee's salary in accordance with the terms and conditions of employee's rule.
4. If whole or a part of employee's rule shall be amended, updated or terminated, both parties shall be bound by such new employee's rule.

EOM

## 発明考案取扱規定

### (目 的)

第1条 この規定は、会社の社員が発明考案および創作（以下「発明考案」という）をした場合（社員が社外の第三者と共同した場合を含む。以下同じ）の取扱い補償金および褒賞金の支給について定めることにより、社員の発明考案を奨励し、もって固有技術に基づく競争力の強化を図り会社の発展に資することを目的とする。

### (出願権の承継)

第2条 社員は、会社の業務範囲に属し、かつ、その発明考案をするに至った行為が会社における社員の現在または過去の職務に属する発明考案（以下「職務発明」という）をしたときは、その発明考案について、国内および国外における特許を受ける権利、実用新案登録を受ける権利および意匠登録を受ける権利（以下「出願権」という）を会社に譲渡しなければならない。

② 社員が、会社の業務範囲に属し、かつ、職務発明以外の発明考案（以下「業務発明」という）をしたときは、その出願権について、会社が第三者に優先して交渉する権利を有するものとする。

### (届け出の義務)

第3条 社員は、前条に定める職務発明または業務発明をしたときは、直ちに、その発明考案の内容を所属長に届け出なければならない。

### (出願の決定)

第4条 前条により届け出のあった発明考案について、その発明考案が、第2条に定める発明考案のいずれに属するか、出願の適否およびその種類について、必要に応じて当該技術部長および中央研究所長の意見を聞いた上、特許法務部長が決定する。

② 前項の決定は、第2条に定める職務発明または業務発明をした社員（以下「発明者」という）に対して文書をもって通知する。

③ 第1項に定める決定に対して不服のある発明者は、その通知を受けた日から1ヵ月以内に理由を付した文書により所属事業部長に対し、再審議の申立てをすることができる。

④ 前項の申立てについて、所属事業部長は、特許法務部長と協議決定するものとし、協議が成立しないときは、社長の決裁を受けるものとする。

### (社内登録および公知化)

第5条 会社は、第2条により出願権を承継した発明考案のうち、秘密の保持を必要とし、またはその発明考案を第三者が実施した場合に、その事実を確認することが困難であると認めたものについては、出願せず、または出願後、出願公開前に出願を放棄することにより、社内登録とすることができ、また、出願、社内登録しないものについては、公知化をすることができる。

(出願、社内登録、または公知化しない発明考案)

第6条 職務発明のうち、会社が出願、社内登録、または公知化をしない旨、決定した場合は当該発明者は事前に特許部長の承認を得た上、自己名義で、かつ、自らの費用負担のもとに出願することができる。ただし、会社は、当該発明考案を、無償で実施することができる。

(秘密の保持)

第7条 社員は発明者本人たると、他人より伝聞したる者たるとを問わず、特許法務部長の事前の承認なくして発明考案の内容を外部に漏洩してはならない。ただし、出願公開されたものおよび公知化されたものについては、この限りでない。

- ② 社員が前項に違反したときは、就業規則の定めにより懲戒処分を受けることがある。
- ③ 第1項の定めに従い、会社に損害を与えたときは、その損害を賠償させることができる。

(補償金)

第8条 会社が発明者から出願権を承継した発明考案について、会社は第4条、第5条の処分の内容に従い、発明者たる社員に対して次の補償金を支給する。

特 許	1件につき	12,000円
実用新案・社内登録・国内優先による特許	1件につき	6,000円
本 意 匠	1件につき	5,000円
類 似 意 匠	1件につき	4,000円
国内優先による実用新案、公知化発明	1件につき	3,000円

ただし、発明者が2名以上の場合は、上記金額を発明者数で除算し、千円以下の端数がでた場合は切り上げて支給する。

- ② 前項において、国外のみに出願する場合でも、1ヶ国のみに適用する。

(工業所有権の放棄)

第9条 工業所有権（社外の第三者と共有のものを含む。以下同じ）の放棄は必要に応じて、当該事業部長、当該技術部長、本社技術部長または、中央研究所長の意見を聞いたうえ特許法務部長がこれを決定する。

- ② 前項において、国外のみに出願する場合でも、1ヶ国のみに限り適用する。

(補償金を受ける権利の承継)

第10条 発明者が退職または死亡したときは、この規定に定める補償金に相当する金額を本人またはその遺族に対して支給するものとする。

- ② 前項において、本人またはその遺族の住所に変更があったときは、6ヵ月以内に届け出るものとし、届け出なかったときは、補償金を受ける権利を放棄したものとみなす。

(発明実施褒賞金)

第11条 会社が出願した発明考案について、会社が当該発明考案を実施（以下、「自社実施」という）し、且つ当該発明考案が公告または登録された場合、及び会社が出願した発明考案、あるいは特許権、実用新案等の工業所有権を第三者に実施（以下、「第三者実施」という）させて実施料収入があった場合は、別途に定める運用基準に基づき、発明者たる社員に対して発明実施褒賞金を支給する。

② 自社実施による発明考案については、発明者たる社員に対して次の発明実施褒賞金を支給する。

特許、実用新案、意匠、類似意匠、社内登録

各1件につき 5,000円～200,000円

ただし、発明者が2名以上の場合、上記金額を発明者で除算、千円以下の端数が出た場合は切り上げて支給する。

③ 前項において、国外出願が存在している場合は、1ヶ国のみに関し、発明実施褒賞金を支給する。

④ 第三者実施による会社が出願した発明考案、あるいは特許権、実用新案等の工業所有権については、当該出願あるいは工業所有権の発明者たる社員に対して次の褒賞金を支給する。

発明実施褒賞金額は実施料収入額の2%とし、その限度は、第三者との契約対象の出願あるいは工業所有権毎に3,000,000円までとする。ただし、発明者が2名以上の場合、上記金額を発明者で除算、千円以下の端数が出た場合は切り上げて支給する。

⑤ 前項においてクロスライセンスにより実施料の支出を消滅した場合にも適用する。

⑥ 発明実施褒賞金の発明者への支給は年一回まとめて行なう。

(発明実施褒賞金の承継)

第12条 発明実施褒賞金は、発明者が退職または死亡した場合には、これを支給しない。

(主 管)

第13条 発明実施褒賞金に関する事務の統括は、本社特許法務部が行なう。

附 則

1. この規定の制定・改廃は社内標準の管理規定（ASGG001）に基づき、特許法務部が立案し、担当役員の承認により行なう。
2. 第11条（発明実施褒賞金）の規定は平成5年3月31日以前に出願された発明考案についても準用する。
3. この規定は、役員について準用する。
4. この規定は平成7年7月16日から実施する。



Registered No. ASMG005

Enacted as of July 1, 1972

First Revised as of January 1, 1988

Second Revised as of January 1, 1993

## A RULE OF HANDLING AN INVENTION AND AN UTILITY MODEL

(Translation)

### (PURPOSE OF THIS RULE)

#### ARTICLE 1.

This rule provides matters relating to handling an invention, a utility model and a design made by an employee of the company, hereinafter referred to as an "IUD", and grant of a compensation bonus and a remuneration bonus for the IUD. The IUD also includes an invention, a utility model and a design jointly made by an employee of the company and a third party outside the company. The same meaning of the IUD shall apply hereinafter. It is a purpose of this rule to encourage the employees to make IUDs and to enhance competitiveness of the company by uniquely developed technologies based on the IUDs and to contribute in enlarging the company.

### (TRANSFER OF A RIGHT TO OBTAIN A PATENT, A REGISTERED UTILITY OR A REGISTERED DESIGN FOR AN EMPLOYEE'S IUD OR AN OCCUPATIONAL IUD TO THE COMPANY)

#### ARTICLE 2.

- (1) When an employee of the company has made an IUD which by reason of its nature falls within scope of business of the company and an act or acts resulting in the IUD were part of the present or past duties of the employee performed on behalf of the company, hereinafter referred to as an "EMPLOYEE'S IUD", he or she shall transfer to the company a right to obtain a patent, a registered utility model or a registered design for the EMPLOYEE'S IUD in Japan and foreign countries, hereinafter referred to as an "APPLICATION RIGHT".
- (2) When an employee of the company has made an IUD which by reason of its nature falls within scope of business of the company but is not an EMPLOYEE'S IUD, hereinafter referred to as an "OCCUPATIONAL IUD", the company shall have a exclusive right, prior to any third party, to negotiate with the employee to transfer company an APPLICATION RIGHT for the OCCUPATIONAL IUD.

(OBLIGATION TO REPORT AN EMPLOYEE'S IUD OR AN OCCUPATIONAL IUD TO THE COMPANY)

Article 3.

When an employee of the company has made an EMPLOYEE'S IUD or an OCCUPATIONAL IUD provided by Article 2, he or she shall immediately report a content of the IUD to his or her manager.

(DETERMINATION OF FILING AN APPLICATION FOR AN IUD)

Article 4.

(1) Regarding to an IUD reported in accordance with Article 3, the Manager of the Patent and Legal Department shall determine, after consulting with the respective Technical Department Manager or the Manager of the Central Laboratory if necessary, as to whether or not the IUD meets an EMPLOYEE'S IUD or an OCCUPATIONAL IUD pursuant to Article 2, as to whether or not an application for the IUD shall be filed, and as to which type the application is.

(2) An employee who has made an EMPLOYEE'S IUD or an OCCUPATIONAL IUD pursuant to Article 2, hereinafter referred to as an "INVENTOR", shall be informed in writing of any determination made pursuant to subsection (1).

(3) If an INVENTOR has any objection to determination made pursuant to subsection (1), he or she may submit a request for reconsideration in writing to the respective General Manager of his or her Division within one month of receiving the determination by setting forth in detail a reason or reasons for the objection.

(4) The Division General Manager and the Manager of the Patent and Legal Department shall review the request for reconsideration and determine an agreement to resolve the objection. If no agreement can be reached to resolve the objection, the President of the company shall have final authority to resolve the objection.

(AN INTERNAL-REGISTERED IUD and DISCLOSURE OF AN EMPLOYEE'S IUD OR AN OCCUPATIONAL IUD FOR PUBLIC INSPECTION)

Article 5.

If the company determines that an EMPLOYEE'S IUD or an OCCUPATIONAL IUD whose APPLICATION RIGHT is transferred to the company in accordance with Article 2 should be kept from public disclosure or that it is very difficult to find out any third party's unauthorized use of the IUD, the company in its sole discretion may decide either of the following:

- to internally register the IUD as an internal-registered IUD instead of filing an application therefor, and if once filed, to abandon the application prior to laying open thereof; or
- to disclose the IUD for public inspection in a case of any application therefor being not filed or the IUD being not internally registered as an internal-registered IUD.

(AN IUD AS NOT PRESENTED IN AN APPLICATION THEREFOR OR NOT INTERNALLY REGISTERED AS AN INTERNAL-REGISTERED IUD OR NOT DISCLOSED FOR PUBLIC INSPECTION)

Article 6.

Regarding to a certain EMPLOYEE'S IUD, if the company decides not to file an application therefor, or not to internally register the IUD as an internal-registered IUD, or not to disclose the IUD for public inspection, an INVENTOR may file an application for the IUD at his or her own expense and with prior written approval of the Manager of the Patent and Legal Department. But, the company shall be granted to work the IUD without pay.

(OBSERVANCE OF CONFIDENTIAL INFORMATION)

Article 7.

(1) As a principle, any employee shall not disclose a content of an IUD to a third party outside the company without prior approval of the Manager of the Patent and Legal Department, even though the employee is an INVENTOR of the IUD or has learnt the IUD from another person. But there are exceptions that an application for the IUD has been laid open for public inspection by the Patent office or that the IUD has been disclosed for public inspection by the company.

(2) If an employee violates subsection (1) as mentioned above, he or she may be submitted to disciplinary punishment by the company's employment rules and

regulations.

- (3) If the company suffers any damages or injury as a result of any violation of the subsection (1) by an employee, the employee shall compensate the company for such damages or injury if requested by the company.

#### (COMPENSATION BONUS)

##### Article 8.

- (1) If an APPLICATION RIGHT for an EMPLOYEE'S INVENTION or an OCCUPATIONAL INVENTION is transferred to the company from an INVENTOR, the company shall pay the INVENTOR, namely the employee, the following compensation bonus in accordance with the determination made by the company in Articles 4 and 5.

Patent	¥ 12,000 per one appl.
Utility Model, Internal Registered IUD or	
Patent with Priority Claim based on Earlier Application	¥ 6,000 per one appl. or one case
Design	¥ 5,000 per one appl.
Similar Design	¥ 4,000 per one appl.
Utility Model with Priority Claim based on Earlier	
Application or EMPLOYEE'S IUD or OCCUPATIONAL	
IUD disclosed for inspection	¥ 3,000 per one appl. or one case

Please note that if there are more than one INVENTOR per one application or one case, a compensation bonus as mentioned above shall be equally divided between the number of the INVENTORS. If the divided compensation bonus results in a figure less than a ¥ 1,000 unit, it will be rounded -up to the nearest ¥ 1,000 unit.

- (2) When applications are filed in more than one country, subsection (1) as mentioned above shall apply to only one country filing.

#### (ABANDMENT OF INDUSTRIAL PROPERTY RIGHT)

Article 9.

(1) If deemed necessary, the Manager of the Patent and Legal Department shall decide whether to abandon an industrial property right based on an EMPLOYEE'S IUD or an OCCUPATIONAL IUD after hearing opinions of the respective Managers of the relevant Division, the Technology Department, and / or the Central Laboratory. The industrial property right also includes joint one co-owned by the company and a third party outside the company. The same meaning of the industrial property right shall apply hereinafter.

(2) When applications are filed in more than one country, a decision made in sub-section (1) shall be limited to apply to a respective country.

(TRANSFER OF A RIGHT OF RECEIPT OF A COMPENSATION BONUS)

Article 10.

(1) When an INVENTOR has retired from the company before he or she receives a compensation bonus under Article 8, the company shall grant the compensation bonus to him or her. When an INVENTOR died before he or she receives a compensation bonus, the company shall grant the compensation bonus to his or her surviving family.

(2) Notwithstanding subsection (1) above, if there is any change in an address of the INVENTOR or the surviving family, it should be noticed to the company within six months of such change. If the company has not received such notice within the required period, the company shall deem that the INVENTOR or the surviving family has abandoned a right of receipt of the compensation bonus.

(REMUNERATION BONUS FOR WORK OF INVENTIONS)

Article 11.

(1) When the company has worked an EMPLOYEE'S IUD or an OCCUPATIONAL IUD for which have been filed as an application that has been issued as a patent, a registered utility model or a registered design, or when the company has received a royalty from a third party who has worked an EMPLOYEE'S IUD or an OCCUPATIONAL IUD for which has been filed as an application or an industrial property right of a patent, a registered utility model and so on based on an EMPLOYEE'S IUD or an OCCUPATIONAL IUD, an INVENTOR, namely an employee,

shall be paid a remuneration bonus by the company according to the company's standard procedures otherwise provided. The company's work of the IUD mentioned above is called a "COMPANY'S WORK" hereinafter. The third party's work of the IUD or the industrial property right mentioned above is called a "THIRD PARTY'S WORK" hereinafter.

(2) In a case of the COMPANY'S WORK, a following remuneration bonus for an IUD shall be paid to an INVENTOR, namely an employee.

Patent, Utility Model, Design, Similar Design, Internal-Registered IUD  
¥5,000 through ¥200,000 per one application or one case

Please note that if there are more than one INVENTOR per one application or one case, a remuneration bonus as mentioned above shall be equally divided between the number of the INVENTORs. If the divided remuneration bonus results in a figure less than a ¥ 1,000 unit, it will be rounded-up to the nearest ¥ 1,000 unit.

(3) When applications are filed in more than one country, the company shall grant a remuneration bonus mentioned above only for one country filing to an INVENTOR.

(3) In a case of the THIRD PARTY'S WORK, a following remuneration bonus for an EMPLOYEE'S IUD or an OCCUPATIONAL IUD for which has been filed as an application or an industrial property right of a patent, a registered utility model and so on based on an EMPLOYEE'S IUD or OCCUPATIONAL IUD shall be paid to an INVENTOR, namely an employee.

The remuneration bonus is two percent (2%) of an amount of the royalty. But the total remuneration bonus shall not exceed ¥3,000,000 for an application or an industrial property right pursuant to a license with the third party.

Please note that if there are more than one INVENTOR per the application or the industrial property right, a remuneration bonus as mentioned above shall be equally divided between the number of the INVENTORs. If the divided remuneration bonus results in a figure less than a ¥ 1,000 unit, it will be rounded-up to the nearest ¥ 1,000 unit.

(5) Sub-section (4) shall also apply to a case that the company has reduced an obligation to pay a royalty to a third party under a cross-license agreement.

(6) Payment of a remuneration bonus shall be made an INVENTOR once a month.

(TRANSFER OF A RIGHT OF RECEIPT OF A REMUNERATION BONUS)

Article 12.

When an INVENTOR has retired from the company before he or she receives a remuneration bonus as mentioned above, the company shall not grant the remuneration bonus to him or her. When an INVENTOR died before he or she received a remuneration bonus as mentioned above, the company shall not grant the remuneration bonus to his or her surviving family.

(ADMINIATRATION DEPARTMENT)

Article 13.

The Patent and Legal Department shall administer the payment of the remuneration bonus.

ADDITIONAL RULES

1. Formulation, alternation and abrogation of this rule shall follow the internal standard administration rule i.e. ASGG001 and shall be drafted by the Patent and Legal Department and shall be approved by the Director in charge.
  2. Article 11 (REMUNERATION BONUS FOR WORK OF INVENTIONS) shall apply to an IUD in an application which was filed before March 31, 1993 (Heisei 5).
  3. This rule shall apply to the Directors.
  4. This rule shall come into force on and after July 16, 1995 (Heisei 7).
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DECLARATION OF TOSHIYA TAKEMOTO

RECEIVED  
AUG 20 2001  
OFFICE OF PETITIONS

I, Toshiya Takemoto, hereby declare the following:

1. I am the Business Planning Office Manager of the Magnetic Devices Division of Alps Electric Company, Ltd.

2. It is my understanding that Alps Electric Company, Ltd. has caused to be filed a U.S. patent application on March 8, 2001, having U.S. serial number 09/802,314, that claims priority to Japanese application number 2000-065288 (attached hereto as Attachments A and B)

3. It is also my understanding that one of the inventors of the above-referenced patent applications, Mr. Masaki Ikegami, died December 5, 1999.

4. It is further my understanding that Mr. Masaki Ikegami is survived by his wife, Mrs. Hiromi Ikegami, and by his daughter, Miss Chiaki Ikegami ("the heirs").

5. On May 18, 2001, I was asked by Mr. Yasuo Kondo of Alps Electric Company, Ltd. to go to 3-6-14 Funaoka, Ojiya-shi, Niigata-ken, Japan, the residence of the heirs of Mr. Masaki Ikegami, with Mr. Junji Kobayashi, an employee of Alps Electric Company, Ltd., and to request their signature on the Declaration and Power of Attorney for Patent Application ("the Declaration") (attached hereto as Attachment C) that must be submitted to the U.S. Patent and Trademark Office in support of U.S. patent application serial number 09/802,314.

6. However, before making the trip to the heirs' residence, the heirs called on Mr. Kobayashi and myself at the Magnetic Devices Division on May 30, 2001.



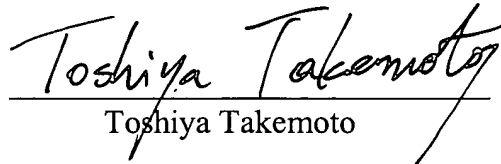
7. I showed the above-referenced Japanese patent application and the patent U.S. application and the Declaration to the heirs and asked them to sign the Declaration. However, both Mrs. Hiromi Ikegami and Miss Chiaki Ikegami refused to sign the Declaration.

8. Mr. Junji Kobayashi also witnessed the heirs' refusal to sign the Declaration.

9. After hearing the heirs' refusal, I retained the above-referenced patent applications and the unsigned Declaration.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statement and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Date: August 1, 2001

  
Toshiya Takemoto

RECEIVED

AUG 20 2001

OFFICE OF PETITIONS

DECLARATION OF JUNJI KOBAYASHI

I, Junji Kobayashi, hereby declare the following:

1. I am in charge of patents at the Engineering Administration Department of the Magnetic Devices Division of Alps Electric Company, Ltd.

2. It is my understanding that Alps Electric Company, Ltd. has caused to be filed a U.S. patent application on March 8, 2001, having U.S. serial number 09/802,314, that claims priority to Japanese application number 2000-065288 (attached hereto as Attachments A and B).

3. It is also my understanding that one of the inventors of the above-referenced patent applications, Mr. Masaki Ikegami, died December 5, 1999.

4. It is further my understanding that Mr. Masaki Ikegami is survived by his wife, Mrs. Hiromi Ikegami, and by his daughter, Miss Chiaki Ikegami ("the heirs").

5. On May 18, 2001, I was asked by Mr. Yasuo Kondo of Alps Electric Company, Ltd. to go to 3-6-14 Funaoka, Ojiya-shi, Niigata-ken, Japan, the residence of the heirs of Mr. Masaki Ikegami, with Mr. Toshiya Takemoto, an employee of Alps Electric Company, Ltd., and to request their signature on the Declaration and Power of Attorney for Patent Application ("the Declaration") (attached hereto as Attachment C) that must be submitted to the U.S. Patent and Trademark Office in support of U.S. patent application serial number 09/802,314.

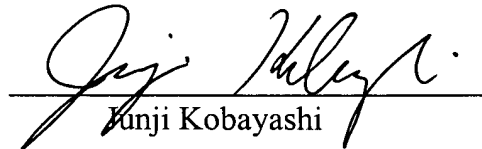
6. However, before making the trip to the heirs' residence, the heirs called on Mr. Takemoto and myself at the Magnetic Devices Division on May 30, 2001.

7. At the Magnetic Devices Division, I witnessed Mr. Takemoto show the above-referenced Japanese patent application and the U.S. application and the Declaration to the heirs and ask them to sign the Declaration. However, both Mrs. Hiromi Ikegami and Miss Chiaki Ikegami refused to sign the Declaration.

8. After hearing the heirs' refusal, Mr. Takemoto retained the above-referenced patent applications and the unsigned Declaration.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statement and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Date: August 1, 2001

  
Junji Kobayashi